AMENDMENT OF SOLICITATION	ONTRACT	1. CONTRACT ID CODE K		PAGE OF PAGES 1   4			
2. AMENDMENT/MODIFICATION NO. 0003		TIVE DATE ary 23, 2003	. REQUISITION/PURCHASE REQ. NO. 5. PROJECT			CT NO. (If applicable)	
6. ISSUED BY	CODE	SCO600	7. ADMINIST	7. ADMINISTERED BY (If other than Item 6)			
DEFENSE ENERGY SUPPORT C 8725 JOHN J. KINGMAN ROAD, FT. BELVOIR, VA 22060-6222 BUYER/SYMBOL–RUTH TABRO DESC-APE PHONE - (703) 767-9414/9420	SUITE 495 FAX DN/HELEN	X 703-767-9490 I YAMADA/					
8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and Zli				P Code) 9a. AMENDMENT OF SOLICITATION NO.			
				SP0600-02-R-0093			
				,	9b. <b>DATED</b> (SEE ITEM 11)  August 28, 2002		
					10a. MODIFICATION OF CONTRACT/ORDER NO.		
				10b. I	10b. DATED (SEE ITEM 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  [] is extended, [x] is not extended  Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or By separate letter or telegram which includes a reference to the solicitation and amendment numbers.  FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
13. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. I2.05 CHANGES-FIXED PRICE (AUG 87)							
14. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.01							
OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor [ ] is not, [ X ] is required to sign this document and return1 copies to the issuing office.							
15. <b>DESCRIPTION OF AMENDMENT/MODIFICATION</b> (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  See Attached.							
				OA or 10A, as heretofore changed, remains unchanged and in full force and effect.  16A. NAME OF CONTRACTING OFFICER			
THE OF STONER (1)	- o. p)			WRENCE T. FRAT			
15B. NAME OF CONTRACTOR/OFFEROI BY	₹	15C.DATE SIGNED	16B. UNITED BY	STATES OF AMERICA		16C.DATE SIGNED	
(Signature of person authorized to sig	n)			ature of Contracting Officer)	<u> </u>		

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STANDARD FORM 30 (REV. 10-

Prescribed by GSA FAR (48 CFR) 53.243

### INSTALLATION INFORMATION:

- 1. Updated consumption information is now available for all New Jersey accounts (to include the customer number for all (GPU) JCP&L accounts).
- 2. A new price closing date for Attachment III NON\_PRIMARY\_NON\_TRANSMISSION and Attachment III LMP **ONLY** will be established after the Basic Generation Service auction is completed and the tariff rates for each utility have been updated.
- 3. Installation specific information:
  - a. NWS Earle Line Item 3440a account 10 00 14 4072 15 (Attachment III-LMP): PJM Node/Bus is <u>REDBAJCT BK1</u> (GPU)
  - b. Princeton Plasma Physics Lab Line Item 3420a account 02 62 050 950 68 (Attachment III-LMP): PJM Node/Bus is Dey Road Switch Back (PSEG)
  - c. NAES Lakehurst Line Item 3445b account 10 00 21 2893 41: (1) is moved from Attachment III LMP to Attachment III PRIMARY TRANSMISSION and Attachment III Bandwidth.
  - d. NAES Lakehurst Line Item 3445c account 100031867607 is added to Attachment III\_PRIMARY\_TRANSMISSION and Attachment III Bandwidth.
  - e. Aberdeen Proving Grounds Line Item number is changed from 400 to 2400 in the Solicitation document, page 3.
  - f. 77<sup>th</sup> Reserve Centers Line Item s 3410g account 08-21-338-421-36, 3410h account 09-52-400-023-55, and 3410j account 09-52-400-025-68 are deleted.
- 4. Attachment III LMP, Bandwidth, PRIMARY\_TRANSMISSION, and NON\_PRIMARY NON\_TRANSMISSION are revised to reflect above changes.
- 5. Offerors choosing to offer on Attachment III Bandwidth Accounts will also need to submit price proposals on Attachment III Large NJ accounts. If unable to do so, please provide rationale.
- 6. Capacity and Transmission Obligation information is updated for New Jersey accounts.

### CLAUSE UPDATES:

1. PART I, Clause 1 - SUPPLIES TO BE FURNISHED, is hereby revised as follows:

The Government is soliciting offers on 1) Firm Fixed Price Requirements Type, 2) Requirements Type utilizing Locational Marginal Price (LMP) and 3) Fixed Price with LMP Indefinite Delivery Type basis for electricity and transmission to the point of receipt, as specified in this solicitation. The following note has been added to paragraph (g):

NOTE: The definitions for symbols (sp) Summer Peak, (sn) Summer Intermediate Peak, (sf) Summer Off Peak, (nsp) Non-Summer Peak, (nsp) Non-Summer Off Peak are to be consistent with the existing utility tariffs

2. PART I, Clause2 - STATEMENT OF WORK/SPECIFICATIONS, is hereby revised to add the following:

## For PPPL account number 02-62-05-09-50-68 ONLY:

PPPL is capable of restricting its load under 02-62-05-09-50-68 to 4.5 MW within 30-minutes notice. The Contractor shall implement a PJM qualified Active Load Management (ALM) program for all load above this amount. As part of the ALM program, the Contractor shall provide at least 30-minutes notice to PPPL, prior to any scheduled interruption. The notice to PPPL shall identify the specific time of the interruption and its duration. The Contractor shall be responsible for all coordination between the PPPL, the UDC, and PJM.

- 3. PART I, The Note above Clause 9 ELECTRICITY PRICING FOR QUANTITIES OUTSIDE ESTABLISHED LOAD BANDWIDTH, has been revised to remove the statement concerning 1MW.
- 4. PART I, Clause 10 TYPE OF CONTRACT, is hereby revised as follows:

The Government contemplates award of a 1) Firm Fixed Price Requirements Type; 2) Requirements Type utilizing Locational Marginal Price (LMP) and; 3) Fixed Price with LMP Indefinite Delivery Type contracts resulting from this solicitation. Requirements Type utilizing LMP for Earle account 100014407215 and PPPL account 026205095068; Fixed Price with LMP Indefinite Delivery Requirements for all other interval metered accounts.)

- 5. PART I, Clause 11 LOCATIONAL MARGINAL PRICE MARKET BASED TARIFF FIXED CAPACITY (ELECTRICITY) is hereby incorporated into this solicitation for two accounts Earle account 100014407215 and PPPL account 026205095068.
  - (a) The total amount charged by Contractor (for accounts listed in Attachment III-LMP) each month shall equal the sum of the following four components, with the exception of PPPL\*:
    - (1) Energy: For each hour of the month the Government shall pay the Contractor the product of the Real-Time LMP (subject to the terms in section b of this clause) for the PJM node through which the account is served and the metered load of the account increased for line losses to the same PJM node.
    - (2) Capacity: For each day of the month the Government shall pay the Contractor the product of the capacity price and the account's Capacity Obligation. The capacity price shall be firm fixed price. The account's Capacity Obligation shall equal the portion of the Contractor's PJM Capacity Obligation attributable to the account.
    - (3) Transmission: The Government shall pay the Contractor the product of the account's Transmission Obligation and the zonal rate for Network Transmission Service specified in the PJM Open Access Transmission Tariff. The Transmission Obligation shall equal the account's load coincident with the transmission zone's peak during the twelve months ending October 31st of the previous calendar year.
    - (4) Ancillary Services and Supply Service Fee: The Government shall pay the Contractor the product of a fixed fee and the account's total energy consumption in that month. Payment of this fee shall compensate the Contractor for all services performed, as well as the cost of PJM ancillary services and any other costs not specifically addressed by the Energy, Capacity, or Transmission components described in this section. The price of the fixed fee shall remain constant throughout the contract term.

\*Total Indexed Electric Cost (PPPL): The total amount charged each month by Contractor shall be the sum of Item 1 and Item 4 (as defined above) less adjustment for any energy purchases made subject to Attachment III. Such adjustments will be made to the calculation of the Energy component charge by subtracting from the hourly metered load the Base Quantity defined by Attachment III. No such adjustments may reduce the hourly metered load to less than zero.

Indices: In the event that the PJM LMP or any other index upon which any price is determined is either no longer published or is substantially altered in derivation or application (including but not limited to the elimination of price caps), the parties shall agree upon a replacement index. If the parties fail to agree on an appropriate substitute index the matter shall be resolved in accordance with paragraph (d) Disputes of the CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS clause of the contract.

# (b) Contract Floor and Ceiling

For each account in Attachment III-LMP there shall be a contract floor price for Energy and a contract ceiling price for Energy. Calculation of the Energy component of monthly charges shall never be based on LMP's less than the floor price or greater than the ceiling price. The floor price shall be the lowest price the Government will pay in any hour for each account throughout the term of the contract. In any hour that the LMP is less than the contract floor price for Energy, the Government shall pay the contractor the product of the account's metered load and the floor price. In any hour that the LMP exceeds the ceiling price for Energy, the Government shall pay the contractor the product of the account's metered load and the ceiling price.

NOTE: The offered contract ceiling price is to be inclusive of all Energy costs (i.e. Congestion).

6. PART II, Clause 1 - INSTRUCTIONS TO OFFERORS, the following 2 notes have been added:

NOTE2: <u>FOR PPPL ACCOUNT 02-62-050-950-68 ONLY</u>. The Government will pay a firm fixed price up to the first 4.5 MW's of load. For any load in excess of the 4.5 MW's, the Government will only pay for LMP-indexed energy, not for capacity or transmission.

NOTE3: <u>FOR PPPL ACCOUNT 02-62-050-950-68 ONLY</u>. The Contractor shall provide their entire PJM qualified ALM program. At a minimum the Contractor shall demonstrate how they would manage interruptible load to include communications protocols and limitations on frequency and duration of interruptions.

7. PART II, Clause 2 – EVALUATIONS, is hereby revised to add the following:

### 2.C PRICE EVALUATION FOR PPPL ACCOUNT 02-62-050-950-68 ONLY

The Government will award a contract to the responsible contractor whose overall offer (commodity and ALM Program combined) presents the greatest value to the Government. In determining which offer presents the greatest overall value, the Government will consider the terms, percentage of the savings allocated to the Government and the overall evaluated commodity cost. Contractors shall clearly demonstrate within each proposal, how they will maximize performance under their offered ALM program. The Government may reject any or all ALM proposals if such action is in the Government's interest.

Note: All charges to participate in an ALM program shall be borne by the Contractor. The U.S. Government will not be responsible for any charges or costs incurred by the Contractor, even if no curtailments are called, throughout the life of any resultant contract.

2.C SOCIOECONOMIC EVALUATION becomes 2.D SOCIOECONOMIC EVALUATION